IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS SPECIFICATION NO. 03-071

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

12' No Hoist Material Spreader

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, March 12, 2003 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

Company	Name
---------	------

Specification 03-071 Truck Service Bodies Open 12:00 Noon, Wednesday, March 12, 2003

BIDDING SCHEDULE

<u>ITEM</u>	ITEM DESCRIPTIO	<u>N</u>	QUANTITY	<u>UNIT</u>	TOTAL		
1.	12' No Hoist Material Spreader as Spec MfgModel		2 each	\$	\$		
Compliance, Sec. substantial review The undersigned	CTION PROGRAM: Successful bidder will be re 1.16). The Equal Opportunity Officer will dete of successful bidder's equal opportunity policie signatory for the bidder represents and warrant act if this proposal is accepted.	ermine compliance of s, procedures and p	or non-compliance with the ractices.	he City's policy upo	on a complete and		
RETURN 2	2 COMPLETE COPIES OF TSIDE OF BID ENVELOPE			_			
COMPANY NAM	 1E	ВҮ	(Signature)				
STREET ADDR	ESS or P.O. BOX		(Print Name)				
CITY, STATE	ZIP CODE		(Title)				
TELEPHONE N	O. FAX No.		(Date)				
	FEDERAL I.D. NO. CURITY NUMBER	ESTIM	ATED DELIVERY DAY	 ⁄S			

Bids may be inspected in the Purchasing Division offices during normal business hours, <u>after</u> tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a <u>self-addressed stamped envelope</u> with your bidding documents. Bid tabulations can also be viewed on our website at: http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm

E-MAIL ADDRESS

TERMS OF PAYMENT

Com	pany	Name				

SPECIFICATIONS

FOR

12 FOOT NO-HOIST CHASSIS MOUNTED MATERIAL SPREADER HYDRAULIC SYSTEM - LIGHTING SYSTEM - SNOW PLOW HITCH

1. APPLICATION

- 1.1 This material spreader will be mounted on a 2003, 50,000 GVWR, 102" CT cab and chassis for use by the Public Works Street & Traffic Operations in hauling and discharging of gravel, salt and hot mix asphalt.
- 1.2 Unit will be utilized for spreading of salt and sand in ice control operations and discharging in piles or windrows hot mix asphalt in paving maintenance application.
- 1.3 Detailed specifications of cab and chassis will be provided upon request.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be new of the latest improved model in current production as offered to the commercial trade.
- 2.2 Bid shall include all material and labor required to furnish and install the Material Spreader including pick up of cab chassis from 901 North 6th Street, Lincoln, Nebraska and delivery costs.

Meets Specs.

5.4

5.5

Yes No			
	3.	BODY	
	0.	3.1	7 gauge Cor-Ten steel sides
· <u></u> -		3.2	45 degree angled sides
· <u></u> -		3.3	All electrically welded
· <u></u> -		3.4	Double crimped top edge
· <u></u> -		3.5	7 gauge Cor-Ten steels side supports, four on each side welded to sides and sills
		3.6	Long sills shall be a minimum 1/4 inch steel plate with longitudinal lower flanges to rest on
			truck chassis
		3.7	3" structural steel channel cross sills shall tie lower edge of sills at each side support
<u> </u>		3.8	1/4" Cor-Ten steel replaceable bottom (abrasive resistant)
		3.9	Rounded front and rear conveyer bottom lips
		3.10	Belt wiper in rear
<u> </u>		3.11	Lifting loops, one on each corner
		3.12	12 feet inside body length
		3.13	86 inch inside body width minimum
		3.14	Struck capacity 7.5 cubic yards minimum
	4.	ENDG	<u>ATE</u>
		4.1	7 gauge Cor-Ten steel construction with triple boxed outside edge and center vertical supports.
		4.2	Full open design top offset hinged with dual latch system
		4.3	Latch system shall be lever operated from front street side of body
<u> </u>		4.4	7 gauge Cor-Ten steel metering gate with cast iron slides
<u> </u>		4.5	Metering gate shall be approximately 30" x 10" adjustable in 1 inch increments and marked
			accordingly
		4.6	Screw jack type metering gate adjustor
	_	00NI) /F	TVOD
	5.	<u>CONVE</u> 5.1	
		5.1	Chain bar flight design running longitudinally with body 34 inch overall conveyor width minimum
		5.3	Heat-treated 2-1/4" pitch pintle-type conveyor chain with 7/16" pins

Cross bars shall be ½" x 1-1/2" on 9" centers minimum

49,000 psi tensile strength conveyor chain minimum

Meets Specs. Yes No			Company Name
100 110		5.6	Removable and adjustable conveyor chain shields
		5.7	Drop forged, self cleaning drive sprockets keyed to a 2 inch diameter cold roll steel shaft
		5.8	Cast iron, self-cleaning idler sprockets to run on a 2 inch rifle drilled idler shaft
		5.9	Heavy-duty idler adjustment with a minimum of 9 inches of adjustment travel
		5.10	Idler sprockets to be regreasable design through idler shaft located zerks
		5.11	Dual, spur gear-type conveyor gear cases with 6 to 1 reduction one each mounted on end of
		5.11	conveyor drive shaft.
		5.12	Drive gears and support bearings shall be sealed in gear box housing and run in oil for durability
		5.13	One (1) of the drive gear boxes must be designed to allow installation of an application rate sensor which will sense 1 to 1 ratio of hydraulic drive motor (NOTE: Application rate sensor attached to end of conveyor shaft is not acceptable)
		5.14	Dual integral mount hi-torque low speed geroler type hydraulic motors to drive the conveyor system
		5.15	Electric solenoid design dump valve shall be installed in conveyor drive circuit to allow on/off capability from rear of spreader
	6.	SPINNE	R ASSEMBLY
		6.1	7 gauge Cor-Ten steel fully enclosed spinner housing
		6.2	Spinner housing shall be pin hinged to open right, left or totally removed for discharging loads
		6.3	Enclosed spinner shaft housing with two (2) greaseable cartridge-type ball bearings
		6.4	Spinner shaft shall be 1-1/4 inch diameter minimum
		6.5	7 gauge 24 inch diameter spinner with 1-1/2 inch steel fins
		6.6	Four (4) external adjustable baffles
		6.7	Two (2) internal adjustable baffles
		6.8	Single integral mount hi-torque low speed hydraulic motor to drive the spinner disc
		6.9	Spreading capability from 4 to 40 feet
	7.	CENTR/	AL HYDRAULIC SYSTEM
		7.1	See Hydraulic System Specifications
	8.	SNOW F	PLOW HITCH
		8.1	See Snow Plow Hitch Specifications
	9.	LIGHTIN	IG SYSTEM
		9.1	Lighting must meet F.M.V.S.S. 108
		9.2	All clearance, side marker and rear identification markers required to meet 108 Standards to be grommet mounted Truck-Lite Model 10
		9.3	Existing stop/tail and turn lights shall be removed
		9.4	Wiring harness for all 108 lighting to be Truck-Lite Series 50
		9.5	North American Signal Company model AB 272 light bar, installed as far forward on
		9.6	cab roof as possible (gutter mount design) Whelen Model DOT3-202D lighting system (no exception)
		9.7	Whelen DOT3-6H strobe head with optional branch guard mounted in center of light bar
		9.8	Whelen DOT3-200D light assemblies mounted on outside of rear body corner posts
		9.9	Whelen DOT3-66C strobe light power supply mounted behind drivers seat
		9.10	Heavy-duty corrosion resistant TPR jacketed cable set with "Deutsch" water proof
		9.11	connectors Strobe lights to be controlled through the Wired Rite console and be capable of the following

Yes No			Company Name
			9.11.1 Front strobe only
			9.11.2 Rear strobe only
			9.11.3 Both front and rear strobes
			9.11.4 Hi-Low intensity
		9.12	Strobe lenses to be amber
		9.13	Grote #64261-4 snow plow lights installed on right and left side of light bar
		9.14	Steel conduit shall be installed on vertical exhaust pipe rear mount brackets or unused mount bracket taps to extend from bottom of back of cab to front edge of cab protector following one inch off contour of cab.
		9.15	All wiring on and from light bar to conduit shall be loomed and securely fastened.
	10.	MISCE	LLANEOUS EQUIPMENT
		10.1	Inspection ladder mounted on curbside of body as far forward as possible.
		10.2	Heavy duty removable top screens, <u>minimum</u> of four (4) individual sections 10.2.1 Screens section shall have 2 - ½" x 2 - ½" openings constructed of <u>minimum</u> 3/8" rod
		10.3	Full length catwalks on street and curb sides with 3/4 length enclosed lockable steel storage compartment incorporated into catwalk design
		10.4	Full width design cab shield
			10.4.1 7 gauge steel construction
			10.4.2 Cab shield to project a maximum of 24 inches out from body head
			10.4.3 7 inch clearance from forward most point of cab shield to center of cab roof
			10.4.4 Horizontal portion to have a minimum of 9 degrees of slope back to the body
			10.4.5 Cab shield to be securely braced and bolted to the body
		10.6	Rear mud flaps to be non-free swinging, securely installed with a metal backing strip approximately 4 inches behind back edge of tire
		10.7	Front mud flaps to be non-free swinging anti-sail design, with bracket bolted to truck
			frame or body long sills, securely installed with a metal backing strip, approximately 4 inches ahead of front edge of tire
	11.	ICC BU	IMPER AND FRAME CUT OFF
		11.1	Truck frame capped with 3/8 inch plate steel
		11.2	Bumper frame constructed of 3 inch 3/8 web channel
		11.3	Frame dimensions 34 inches wide x 26 inches high with top of side channels approximately 4 inches below top of truck frame, to allow for body clearance in full raised position
		11.4	Lower frame channel 16 inches from ground
		11.5	3 inch 3/8 web channel, upper horizontal frame, 10 inches up from lower brace
		11.6	3/4 inch plate steel pintle hitch mounting plate centered between side channel frame and attached to upper and lower horizontal frame
		11.7	Pintle hitch mounting plate dimensions 10 inches x 10 inches w/safety chain hooks and chain loops.
		11.8	3/8 x 2-1/2 inch flat steel frame braces from lower outside corner of bumper frame to bottom of truck frame, 25 inches long (bolted to truck frame)
		11.9	3/8 x 2-1/2 inch flat steel frame braces from pintle hitch mounting plate to bottom of truck frame, 30 inches long (bolted to truck frame)
		11.10	If angle frame cutoff as shown in diagram is not required for body clearance, straight frame cutoff is acceptable
		11.11	If braces as specified reduce axle travel, by coming in contact with components or equipment, modification to the brace position or design is requested.

Meets Specs.		Company Name
Yes No		
	12 GENER	RAL INFORMATION
	12. <u>GLINEI</u> 12.1	Two (2) parts book shall be furnished
	12.1	Body frame to be securely bolted to truck frame in a position to give approximately 10
		inches clearance between the head of the body and rear of cab
	12.3	All components of the hydraulic system to include pump, reservoir, hose, valving and controls shall be securely mounted and installed in a professional manner
	12.4	All welds are to be chipped, brushed and painted with black enamel
	12.5	The body shall be mounted on the truck as a complete unit and ready for satisfactory operation as a material spreader with central hydraulic system
	12.6	Body shall be furnished with all applicable clearance lights and reflectors to meet all F.M.V.S.S. and OSHA requirements
	12.7	Body supplier shall affix the proper GVW certification sticker prior to delivery of unit to Public Works Garage
	13. <u>DELIVE</u>	ERY REQUIREMENTS
	13.1	The City of Lincoln will provide new 2003 cab and chassis (50,000 GVWR 102 inch C/T) for mounting of the material spreader and hydraulic system
	13.2	It is the responsibility of the successful bidder to transport the cab/chassis from the Public Works Garage, 901 North 6th Street, Lincoln, Nebraska, to the successful bidder's place of business
	13.3	Completed unit shall be delivered F.O.B. to the Public Works Garage, 901 North 6th
		Street, Lincoln, Nebraska. Units shall be complete and ready for use as a material spreader
	13.4	During the warrant period, it shall be the responsibility of the distributor to perform warrant repairs F.O.B., Public Works Garage, 901 North 6th Street, Lincoln, Nebraska, or, at the distributor's discretion, to transport the equipment to the factory-authorized repair facility for such repairs. All transportation costs associated with such warranty repairs will be paid by the distributor
	14. <u>CUSTO</u>	M SWITCH AND HYDRAULIC CONTROL CONSOLE
	14.1	Custom switch and control console shall be: Wired Rite Systems, Inc. 5793 Skylane
		Blvd, Windsor, CA 95492 Ph. # 800-538-7483.
		14.1.1 Console part # X-CLN-27215 (no exception on make or model)
	14.2	Console shall be installed between drivers and passenger seat with switch panel facing drivers seat.
		14.2.1 Exact installation location may vary depending on cab design and transmission access panel location.
		14.2.2 Contact Jim Chiles at 402-441-4941 for installation location.
	14.3	Power to custom console shall be provided through a constant duty solenoid (NAPA ST85).
	14.4	Solenoid shall be under dash mounted and be key switch activated.
	14.5	Wiring from power source to solenoid to be fused (ATO 30A) 10 ga.
	14.6	Wiring from solenoid to control console to be 10 ga.
	14.7	Activation wire to be fused (ATO 15A) 16 ga.
		PREPARATION AND PAINT
	15.1	Laquer test must be performed to check integrity of factory primer coat. If primer is softened or removed when rubbed with a laquer soaked rag follow guidelines established in item #15.2. If primer passes laquer test follow guidelines established in item #15.3
	15.2	Primer failed laquer test

Meets Specs.			Company Name
Yes No			
		15.2.	1 Remove factory primer to bare substrate
		15.2.2	2 Treat bare substrate with Sherwin-Williams E2-G973 Vinyl Wash Primer *, minimum .3 mils thick.
		15.2.3	Prime the entire unit with Sherwin-Williams PSE-4600 epoxy sealer *, a dry film thickness of 2.0 - 2.5 mils is required. (Top coat no sooner than 30 minutes and no later than 24 hours).
		15.2.4	4 Topcoat with Sherwin-Williams low VOC Sunfire *, Color to match vehicle and
			have a minimum 2.0 - 2.5 mils dry film thickness.
		15.2.	The entire system should have a minimum of 4.4 dry film thickness.
		15.3 Prime	er passed laquer test.
		15.3.	Scuff sand factory primer with a 3M-7447 scuff pad or 320 grit sandpaper.
		15.3.2	Blow off and solvent clean with Sherwin-Williams W4K 157 low VOC Solvent Cleaner*.
		15.3.3	Seal the entire body with Sherwin-Williams PSE-4600 Epoxy Sealer *, a dry film thickness of 2.0 - 2.5 mils is required. Topcoat no sooner than 30 minutes and no later than 24 hours.
		15.3.4	Topcoat with Sherwin Williams low VOC Sunfire *. Color to match vehicle and have a minimum 2.0 - 2.5 mils dry film thickness.
		15.3.	The entire system should have a minimum of 4.4 mils dry film thickness.
	*	Sherwin-Willia data sheets.	ams or equal product, applied in accordance with manufacturer technical product
	16.	SPREADER C	ONTROL SYSTEM
		16.1 Comp	ponent Technology Model #GL-400 equipped as follows:
		16.1.	Mounting bracket with spot and skip switches.
		16.1.2	2 Heavy-duty cable set for closed loop operation and MD Allison transmission.
		16.1.3	3 Conveyor sensor.
			Note: The City of Lincoln will install the spreader control system.

Company	Name

CENTRAL HYDRAULIC SYSTEM

for

NO-HOIST MATERIAL SPREADER - REVERSIBLE SNOW PLOW

1.	BASIC	DE	SIGN:		
	1.1				O. driven load sensing central hydraulic system.
	1.2				capable of supplying and controlling all motors and actuators as detailed
2.	<u>GENE</u> 2.1	All hyd des A.	hydrau draulic signed Syster	system to meet m opera	e, fittings, adapters, and quick disconnect couplings used in the central shall be Aeroquip brand or equal quality with individual components the requirements of: ting pressure
			-	m tempe compatil	
	2.2			-	ponents shall be installed in a neat and professional manner conforming to
				-	ng and manufacturers practices
	2.3				Allison Model MD 3560P without retarder. Other truck specifications
Meets Specs		ava	allable	upon re	quest.
Yes No					
		3.	<u>HYDI</u>	RAULIC	PUMP AND PUMP DRIVE
			3.1	Rexro	th Model #A10V071DFR/31 RPKC 92Nsided ported variable displacement
				hydrau	ulic pump.
			3.2	PTO s	hall be a Chelsa Model 277 with the following features:
				3.2.1	Power shift design activated through Wired Rite console with engagement parameter set at 900 RPM maximum.
				3.2.2	Pressure lubricated.
				3.2.3	Approximately 1 to 1 drive ratio.
			3.3	PTO to	o hydraulic pump drive shall be as follows:
				3.3.1	Minimum Spicer 1280 drive components
				3.3.2	Slip yoke design to allow for easy shaft removal
				3.3.3	All shaft locking devices to be wire tied
			3.4	Hydra	ulic pump shall be left side frame mounted in a secure manner.
		4.	HYDI	RAULIC	<u>VALVES</u>
			4.1	Rexro	th MP-18 pressure compensated load sensing design arranged as follows
				4.1.1	1st section - 12 VDC Single Acting Proportional, plow up/down with float down - 7 GPM spool with hollow compensator flow adjustment.
				4.1.2	2nd section - 12 VDC double acting proportional, plow angle left/right-7GPM spool with hollow compensator flow adjustment.
				4.1.3	3rd section - 12 VDC single acting proportional, spinner drive, 15 GPM spool with solid compensator full flow.
<u> </u>				4.1.4	4th section - 12 VDC single acting proportional, conveyor drive, 24 GPM spool with solid compensator full flow.
		5.	<u>HYDI</u>	RAULIC	CONTROLS
			5.1		unctions through J.R. Merritt Plus (#VCS2V-101.7855) joystick control, for plow up/down, right/left with forward motion mechanical lock for plow down
			5.2	Contro	ols to hydraulic valves through heavy-duty cable assembly with weather

proof connectors through bulkhead on VM tank assembly. CPC connection on

console end, Cannon "sure seal" connectors on valve end.

Meet <u>Yes</u>	s Specs. <u>No</u>			Company Name
			5.3	Controls for 3rd section, spinner drive, will be provided and installed by the City of Lincoln.
	_		5.4	Controls for 4th section, conveyor drive, will be provided and installed by the City of Lincoln.
		6.	HYDR	AULIC LINES AND HOSES
—			6.1	All hoses from output ports on reservoir to snow plow lift cylinder and reversing cushion valve shall be $\frac{1}{2}$ " minimum 4000 PSI working pressure.
			6.2	Manual hydraulic dump valve Metro Model DS-04-20 DR vent valve, spring return with lever shall be mounted next to plow angle cushion valve on snow plow hitch.
				6.2.1 Valve shall relieve pressure back to tank, on plow angle circuits to allow coupling and uncoupling of snow plow.
			6.3	All hoses from material spreader to hydraulic valves and reservoir shall meet or exceed spreader manufacturer requirements.
			6.4	All lines and hoses shall be securely fastened in a neat and professional manner.
		7.	RESE	RVOIR
			7.1	Component Technology Model #CT-VM30S-LS frame mounted reservoir
			7.2	Magnetic drain plug
			7.3	Suction screen
			7.4	Screened filler neck
			7.5	Sight/temperature gauge
			7.6	10 micron tank mounted filter
			7.7	By-pass and condition gauge
			7.8	Shut off valve
	_		7.9	Left side (street) frame mounted as close to back of cab as possible for proper hose and cable routing

SPECIFICATIONS FOR CUSTOM SNOW PLOW HITCH

1. APPLICATION:

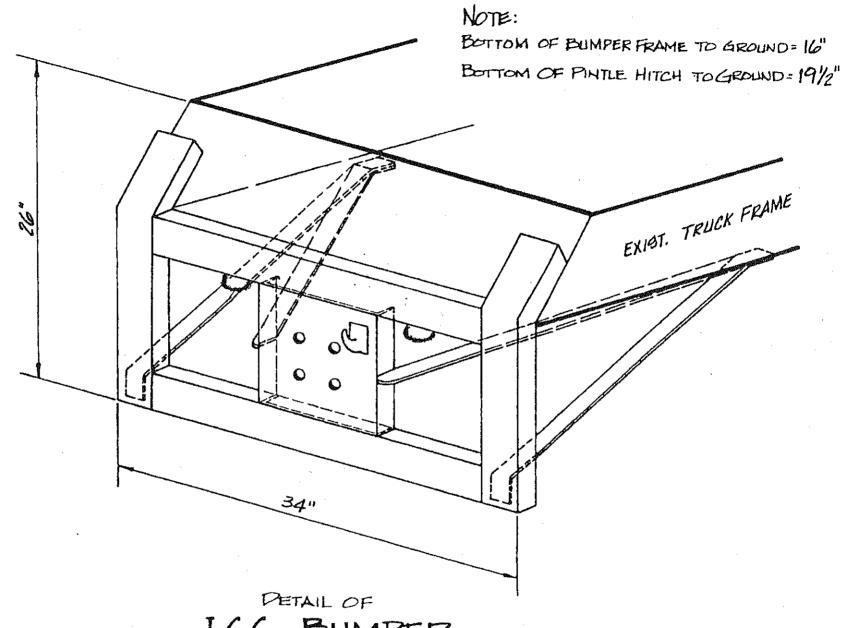
- 1.1 This snow plow hitch will be mounted on a 2003 50,000 GVWR 102" CT cab and chassis, and 2003 33,000 GVWR 84" CA cab and chassis trucks for use by the Public Works & Utilities Department in snow removal projects on arterial and residential streets.
- 1.2 Truck specifications available upon request.

<u>2.</u> MODEL:

- 2.1 The equipment furnished under these specifications shall be new and of the latest improved model in current production as offered to the commercial trade.
- 2.2 Example:
 - 2.2.1 Gledhill Model # HFF
 - 2.2.2 Monroe Model # MC 78

Meet <u>Yes</u>	ts Specs. <u>No</u>			
	3.	<u>CUSTOM HITCH</u>		
		3.1	Heavy-duty, tailored, non-folding design.	
	_	3.2	Hitch shall be designed and manufactured specifically for the truck provided. (NOTE: Universal or Modified Universal hitches will be considered unacceptable).	
		3.3	All thrust loads must be transferred to chassis frame not to axle or spring assembly.	
	_	3.4	Quick hitch positive lock design Flink Model #QL2 welded to lower push plate, with plow attachment point set at 14 inches from ground level.	
		3.5	Hitch to be made so that tilting hood/fenders will tilt as much forward with hitch system installed as when hitch was not installed.	
		3.6	Lowest point of hitch shall allow a minimum of 10 inches ground clearance.	
		3.7	Hitch shall be primered and painted black and installed with grade 8 bolts per manufacturers recommendations.	
		3.8	Minimum 3 inch bore 10 inch stroke hydraulic lift cylinder and A-frame lift arm.	
		3.9	Reversing system cushion valve and quick couplers shall be provided.	
		3.10	See Diagram 1A for general snow plow hitch design.	

 ${\tt EQSPECS\backslash 2003\backslash Custom\, Snow\, Plow\, Hit\, ch. wpd}$

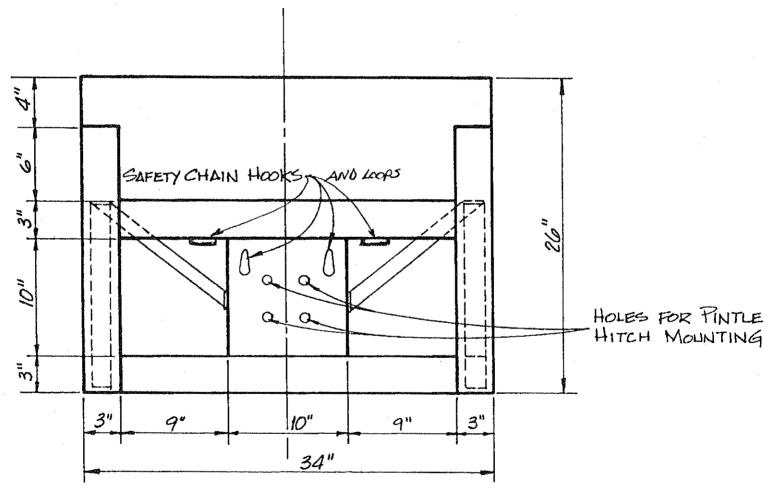


I.C.C. BUMPER

(PERSPECTIVE) Scale: 1/2"=1-0"

NOTE:

BOTTOM OF BUMPER FRAME TO GROUND = 16"
BOTTOM OF PINTLE HITCH TO GROUND = 191/2"

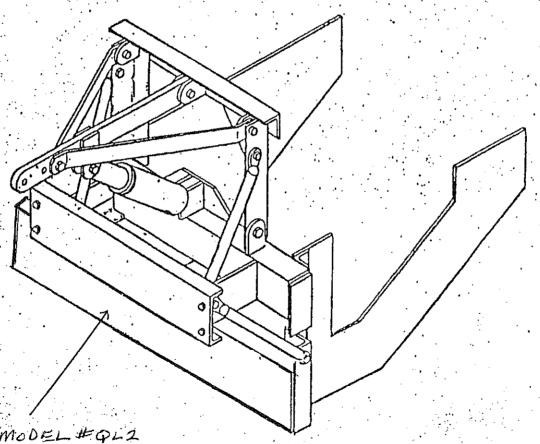


PETAIL OF

I.C.C. BUMPER

(ELEVATION) SCALE: 1/2"=1'-0"

10-14-86



FlINK MODEL #QLZ ATTACHED TO POSE PLATE

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder'sletterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate itemsshall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven(7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with thisSpecification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

- complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.
- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under thisproposal shall remain the property of the bidder until:
 - 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.